UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

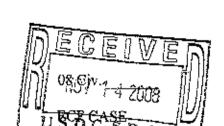
EVERGLADES SHIPPING CORP.,

Plaintiff,

- against -

SHREE LAXMI TRADING CORPORATION EXPORTS (INDIA), a/k/a
SHREE LAXMI TRADING CORP. EXPORTS (INDIA) MUMBAI, or SHREE LAXMI TRADING EXPORTS (INDIA),

Defendant.



VERIFIED COMPLAINT

Plaintiff, EVERGLADES SHIPPING CORP. (hereinafter "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, SHREE LAXMI TRADING CORPORATION EXPORTS (INDIA) a/k/a SHREE LAXMI TRADING CORP. EXPORTS (INDIA), MUMBAI or SHREE LAXMI TRADING EXPORTS (INDIA), (hereinafter "Shree Laxmi" or "Defendant") alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 et seq.) and/or the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

- At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under foreign law.
- Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity organized and existing under the laws of the India.
- 4. At all times material to this action, Plaintiff was the owner of the motor vessel "BRAVO (hereinafter "The Vessel").
- 5. By a charter party dated April 22, 2008 (hereinafter "the charter party") Plaintiff voyage chartered the Vessel to Defendant for the carriage of 30,000 mt of maize, barley and/sorghum by sea from Kandala, India to one safe port in Saudi Area on the Red Sea. A copy of the charter party is annexed hereto as Exhibit "1."
- 6. Pursuant to the terms of the charter party, Plaintiff delivered the Vessel into the service of Shree Laxmi and has at all times fully performed its duties and obligations under the charter party.
- The charter party provides for payment of demurrage¹ at the rate of \$27,000.00 per day, pro rata. See Exhibit "1".
- 8. Shree Laxmi completed its voyage charter under the charter party. During the course of loading and discharging, Defendant exceeded the amount of laytime² provided for under the charter party and demurrage charges were incurred. See Time Sheet detailing demurrage incurred at load and discharge ports as Exhibits "2" and "3" respectively.

Demurage is a fixed sum, per day or per hour, agreed to be paid for the detention of the vessel under charter at the expiration of laytime allowed.

Laytime refers to the time allowed by the shipowner to the voyage charterer in which to load and/or discharge the cargo.

- 9. Disputes arose between the parties regarding Defendant's failure to pay the demurrage due and owing under the charter party. See invoice detailing amounts owed attached hereto as Exhibit "4".
- 10. Defendant has breached the terms of the charter party by failing to pay demurrage due and owing to Plaintiff in the total amount of \$186,157.88 under the Charter Party
- 11. Pursuant to the terms of the charter party, disputes between the parties are to be submitted to arbitration in London with English law to apply.
 - 12. Plaintiff has commenced arbitration against Defendant on its claims.
- 13. This action is brought in order to obtain jurisdiction over Defendant and also to obtain security for Plaintiff's claims and in aid of London arbitration proceedings.
- 14. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party.
- 15. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

a.	Plaintiff's Principal Claim:	
	Demurrage at load port (minus commission):	\$ 28,025.07
	Demurrage at discharge port (minus commission):	\$ 158,132.81
Ъ.	Interest: 3 years at 7 % compounded quarterly	\$ 43,084.25
¢,	Estimated recoverable arbitration fees:	\$ 15,000.00
d.	Estimated recoverable legal fees and costs:	\$ 40,000.00
Total:		\$ 284,242.13

16. The Defendant cannot be found within this District within the meaning of

Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant.

See Affidavit in Support of Prayer for Maritime Attachment annexed hereto as Exhibit "5."

- 17. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, inter alia, any property of the Defendant held by any garnishee within the District for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

 WHEREFORE, Plaintiff prays:
- A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;
- B. That pursuant to 9 U.S.C. §§ 201. et seq. and/or the doctrine of comity this Court recognize and confirm any foreign judgment or arbitration award rendered on the claims had herein as a Judgment of this Court;
- C. That since the Defendant cannot be found within this District pursuant to

 Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court
 issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and
 Gamishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime
 Claims, attaching all tangible or intangible property of the Defendant within the District, including
 but not limited to any funds held by any garnishee, which are due and owing to the Defendant, up to
 the amount \$284,242.13 to secure the Plaintiff's claims, and that all persons claiming any interest in

the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

- D. That this Court enter judgment against Defendant on the claims set forth herein;
- E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;
 - F. That this Court award Plaintiff its attorney's fees and costs of this action; and
- G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: November 14, 2008

The Plaintiff, EVERGLADES SHIPPING CORP.

Patrick F. Lennon

Nancy R. Siegel

LENNON, MURPHY & LENNON, LLC

420 Lexington Ave., Suite 300

New York, NY 10170

(212) 490-6050 - phone

(212) 490-6070 - fax

pfi@lenmur.com

nrs@lenmur.com

ATTORNEY'S VERIFICATION

- 1. My name is Nancy R. Siegel
- I am over 18 years of age, of sound mind, capable of making this
 Verification, and fully competent to testify to all matters stated herein.
- I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.
- 4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
- 5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
- 6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
 - I am authorized to make this Verification on behalf of the Plaintiff.

Dated: November 14, 2008

Napoy R. Siegel

EXHIBIT 1

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RIDER CLAUSES TO MIV BRAVO PACCE SHREE LAXMITRADING EXPORTS INDIALIMUMBAI CHARTER PARTY DATED 22ND APRIL 2008

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BANK ACCOUNT AS FOLLOWS:

Please be informed that the owners name and owners banking details are:

Owners Name - M/S EVERGLADES SHIPING CORP.CYPRUS

Managers MUS PNO SHIPMANAGEMENT LFD

Owners banking Details: MARFIN POPULAR BANK PUBLIC COLITO

SWIFT CODE LIKICYN2 >

IBAN NO. CY45 0030 0179 0600 0179 3014 2956

ACCOUNT NO 179-32-112956 (USD)

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CLAUSE 21: BRUS QUI ADING

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RIDER CLAUSES TO M V BRAVO PIACCT SHREE LAXMI TRADING EXPORTS INDIAL), MUMBAI CHARTER PARTY DATED 22^{ND} APRIL 2008

CHALSE 22: AGENTS NOTICE OF ARRIVAL

FOR LOAD FORT

THE OWNERS MASTER AND OR THEIR AGENTS SHALL SERVE TENTATIVE NOTICE OF ARRIVAL L'PON CURAN FIXING OF VESSEL TO CHARTS SHREE LAXMITRADING CORPORATION EXPORTS INDIA, MUMBAI AND MASTER AND OR THEIR AGENT SHALL THEN FOLLOW UP WITH 5-3-2-1 DAYS L'TA NOTICE OF VESSEL EXPECTED DATE OF ARRIVAL AT LOADING PORT BY TELEX/FAX CABLE-EMAIL OR RADIO TO FOLLOWING PARTIES.

A. MIS SURFE LAXMI TRADING CORPORATION EXPORTS INDIA, MUMBAI MR DILIP KABRA

EMAIL she5500/irmini.net in

B. SHAAN MARINE SERVICES PVT LTO AS BROXERS EMAIL ppsinght/shuamarize.com

C., LOAD FOR FAS AGENTS ENIVERSAL SHIPPING EMAIL armyshippingggmail.com

D. FOR DISCHARGE PORT

LPON SAILING FROM LOAD PORT OWNERS, MASTER, AND OR THEIR AGENTS SHALL, PROVIDE BY FAXTELEX CABLE OF SAILING WITH ETA DISCHARGE PORT, AND ARRIVAL DRAFT POLLOWED BY \$3521 DAYS NOTICE TO FOLLOWING PARTIES A AND B AND D PARTIES AS MENTIONED FOR LOAD PORT ABOVE AND DISCHARGE PORT AGENTS, DETAILS WILL BE ADVISED LATER ON CONFIRMATION OF DISCHARGE PORT.

CLAUSE 23: NOTICE OF READINESS AND LAYFIME

AT LOADING PORT NOR TO BE SERVED WIPONIWISON WICCON WIPON DURING OFFICE HOURS 4.4-0-000 TO 1730 HRS FROM MONDAY TO FRIDAY AND BETWEEN PRIO TO 1200 HOURS ON SAITURDAY TO CHARTERERS SHIPPERS.

AT DISCHARGING PORTION RESERVED WIPON WIRON WIFFON WICCOM DITRING OF THE HOURS LETTER AND BETWIEN OND TO THE TENENT OF CHARTERERS AND RECEIVERS.

AT LOAD PORT TIME TO COMMENCE FROM 1300 HRS IF NOR TENDERED UPTO 1200 HRS AND AT 9800 HRS THE FOLLOWING WORKING DAY IF NOR TENDERED AT 1200 HRS OR THERE AFTER

LAYTIME NON-REVERSIBLE.

AT DISCHARGE FOR FIME TO COUNT FROM 1300 HOURS IF NOR TENDERED LIFTO 1300 HOURS OR THERE AFTER.





RIDER CLAUSES TO MIVIBRAVO PIACCT STREE LAXMITRADING EXPORTS INDIAGAMUMBAI CHARTER PARTY DATED 22ND APRIL 2008

CLAUSE 24-DATON HOLDS CLEANINESS

CHARLS TO APPOINT SURVEYOR TO INSPECT VESSEE HOLDS AT THEIR COSTS, IF TRAIGHES FOUND ENTITED LOAD THAN TIME FROM PINDING PATCHES DIVERTIBLE HATCHES DECLARED BY SURVEYORS FOUTO LOAD NOT TO COOK LAS LOAD PORT IS KANDLA CHARTERERS TO ARRANGE AT 50 PCT THEIR COST AND 50 PCT COST TO DE HORNE BY OWNERS TO SEND SURVEYORS TO OTH FOR INSPECTION AND IF HATCHES TABLED THAN SECOND SURVEY IF LARINGHEN REQUIRED THAN ALL COST TO DWINERS TRIL HAVE CHES PASSED BY SURVEYORS.

CEAUSE 25-LOADING AND DISCHARGING RATE

THE CHARTERERS SHATILL OAD CARGO AT THE RATE OF SOOT MIS PER WEATHER WORKING DAY SEADAYS AND BOODDAYS EXCLUDED EVENT ESED TIME FROM SATURDAY NOON OR 1700 HOURS PROCEEDING HOLIDAY THE 1800 HOURS ON MONDAY OR NEXT WORKING DAY NOT TO COUNT EVEN BUCKLOW 1/2

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CLAUSE 26 SHILLING

SIDETING IT ANY AT BENOS TO DEFOR CHARTERERS ACCOUNT IF ON CARGO OTHERWISE ON OWNERS ACCOUNT AND TIME TO COUNT AS LAYFIME. 11

CLAUSE 27: DEMURRAGE DESPATCH

DEMHRRAGE USD 27,000,00 PDPR, DESPATCH USD 12,500,00 ON WORKING TIME SAVED FOR BOTH PORTS, I OAD PORT DEMICRAGE OR DESPATCH TO BE SELFIED ALONG WIGH FREIGHT PAYMENT, DISCHARGE PORTS DEMURAGE AND/OR DESPAYOR TO BE SETTLED WITHIN IS DAYS AFTER COMPLETION OF DISCHARGE AND GURAN (FED BY CHARTERERS

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CARGO TO BE TRIMMED AFTER COMPLETION OF LOADING BY THE CHARTERESS TO THE SATISFACTION OF SURVEYORS IN CONSULTATION WITH THE MASTER OF THE VESSEL PRIOR TO DEPARTE REOF VESSEL FROM LOAD FOR E

CLAUSE 29: VESSEL DESCRIPTION

NAME :BRAVOP

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RIDER CLAUSES TO MIV BRAVO P/ACCT SUREE LAXMLTRADING EXPORTS INDIALIMEMBALCHARTER PARTY DATED 22^{NO} APRIL 2008

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CLAUSE, 31: BROKERAGE AND COMMISSION

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COLAUSE AD OVER FIME

OVER HIM ORDERD BY CHARTERERS OR THE PORT ALTHORITIES FOR ANY RI-ASDAN RITA FING TO WORKING OF THE CARGO SHALL ALWAYS BE ON CHARTERERS ACCION I AT BOTH ENDS, SIMILARLY ANY OVERTIME FOR OFFICERS AND CREW SHALL ALWAYS BE ON OWNERS ACCOUNT.

G AUST 33: VESSEL HINERARY

VESSUL AT PERSIAN GRUF AND EXPECTED TO SAIL FOR LOADING 24TH APRIL 2008 AGW WP LITA KANOLA 27 10 APRIL 2008

CLAUSE MIGENERAL AVERAGE / ARBITRATION

GENERAL AVERAGE TARPITRATION IN LONDON AND UNCLISH LAW TO APPLY. IN THE LYUNG OF ANY DISPERS NOT SETTLED BETWEEN THE TWO PARTIES MITTERLIST, THE MATTER IS TO BE REPERFED TO ARBITRATION WITH EACH PARTY APPOINTING AN ARBITRATION. IN CASE ARBITRATORS FAIL TO REACH A QUANTIMOUS DECISION. THEY SHALL APPOINT AN UMPIRE, WHOSE DECISION SHALL BE FINAL AND BINDING ON BOTHE PARTIES.

CLAUNE 35: TANES TOURS TOVERAGE PREMIUM

ANY JAMES, DUES, WHARFACES ON VESSEL FLAG AND ON FREIGHT TO BE FOR OWNERS ACCOUNT, ANY TAXES, DUES, WHARFACES ON CARGO FORE FOR CHARTS OR SHIPPERS RECEIVERS ACCOUNT

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CLAUSE SELEFITER OF INDEMINITY

CHARTERERS WILL MANE EVERY INDITAYOUR TO ENSURI, THAT ORIGINAL BILLS OF LADING WILL BE MADE AVAILABLE AT DISCHARGE PORT ON OR BEFORE VESSELTS ARRIVAL TO DISCHARGE HOWEVER, IF ORIGINAL BILLS OF LADING ARE NOT



RIDER CLAUSES TO MIY BRAVO PAUCI SHREE LAXMI TRADING EXPORTS INDIA AMEMBAI CHARTER PARTY DATED 22ND APRIL 2008

AVAILABLE, THEN OWNERS, MASTER TO PERMIT DISCHARGE OF CARGO AGAINST CHARTERES LETTER OF INDEMINITY AS PER OWNER'S PINCOLOB WORDING BUNWITHOUT BANK INDOSSEMENT.

<u>CLAUSE 37:</u>

IN CASE OF ANY CARGO RELATED DISPUTES AT DISCHARGE PORT OWNERS TO PROVIDE LOLAND ENSURE SAILING OF VESSEL WITHOUT DELAYS UPON COMPLETION OF DISCHARGE, DISPUTES TO BE SETTLED AS PER INTERCLUS AGREGMENT.

CLAUSE 38: STEVEDORL DAMAGE TO THE VESSEL

STEVEDORE DAMAGE TO BUSUFFLED BATY EEN STEVEDORES AND OWNERS. CHARTS TO ASSIST IN SETTLEMENT.

CLAUSE 39 :

OWNERS UNDERTAKE THAT VESSEL HAS NEITHER BUEN SOLD FOR SURALL BE SOLD FOR SCRAPPING OR OTHERWISE DURING CURRENCY OF THIS CHARTER PARTY.

CLAUSE AD: LIGHTENING

LIGREERAGE/LIGHETNING IF ANY TO BE CHARDS SUPPERS, RECEIVERS ACCOUNT

CLAUSE 41: DRAFT SURVEY

DWNERS AND CHARTFRERS BOTH TO APPOINT SURVEYORS TO ASCERTAIN CARGO DUANTITY LOADED ON BOARD. AS THEIR WILL BE TWO COMMODITIES THAN FOR SMALLER QUANTITY COMMODITY BILLS OF LADINGS QUANTITY TO BE TAKEN AS PERSUPPERS AND FOR SECOND COMMODITY BILLS OF LADING TO HAVE BALANCE FIGURE TO AVOID DELAYS TO VESSEL AND SIMALUTANCOUSLY LOADING OF BOTH CARGOES.

CARGO QUANTITY AT LOAD AND DISCHARGE PORTS TO BE ASCERTAINED ACCORDING TO DRAFT SURVEY. OWNERS NOT TO BE RESPONSIBLE FOR ANY QUANTITY FOUND SHORT BETWEEN DRAFT SURVEY FIGURES AND SBORL FIGURES. IF ANY SPORTAGE FOUND SAME TO BE SORTED OUT BETWEEN SELLER AND BUYER AND VESSEL NOT TO BE DETAINED.

CLAUSE 42: ADDITIONAL CLAUSES CONSIDERED INCORPORATIO

U.S.A PARAMOUNT CLAUSE: BILLS OF LADING CLAUSE, PNEBUNKERING CLAUSE, NEW BOTH TO BLAME COLLISION CLAUSE, GENERAL AVERAGE CLAUSE, NEW JASON CLAUSE, CHAMBER OF SHIPPING WAR RISK CLAUSES I AND 2 ARE DEEMED TO BE INCORPORATED BERRIN.

CLAUSE #3: CONFIDENTIALITY

THE ENTIRE CONTENTS OF THIS CHARTER PARTY AGREEMENT TO BE RUPT STRICTLY PRIVATE AND CONFIDENTIAL BY BOTH PARTIES AND SHALL BE DISCLOSED TO ANY THIRD PARTY ISS WHO IS CONNECTED WITH EXECUTION OF THE SUBJECTS OF CONTRACT OF CARRIAGE ONLY.





RIDER CLAUSES TO MIVIBRAYO PLACED SHREE LAXMITTRADING EXPORTS IN DIALMENBAL CHARGER PARTY DATED 22ND APRIL 2008

CLAFSE 44: CARGO OF ANTITY AND DEAD FRUIGHT

MASTER TO DECLARE LOADABLE OF ANTELY BASED ON SLOWAGE FACTOR ADVESTORY CHARLS AND STOWAGE PLAN. CHARLERERS TO TENDER CARGO AN PER SLOWAGE PLAN. AND IN CASE MASTER IN NABLE TO LOAD THE SAME THEN CHARLERERS NOT RESPONSIBLE FOR DEAD FREIGHT, DEAD PREIGHT IS PAYABLE IN CASE OF NON-AVAILABILITY OF CARGO FOR FULL AND COMPRETE LOADING OF VESSEL.

CLAUSE 45: VESSEL TO GIVE FREE 655 OF CARGO GRAR AND LIGHTS AT NIGHT AS A REQUIRED BY CHARTS AT LOAD AND DESCHARGE PORTS

FOR EXPROPERS SHIPPING CORP. FOR SHREE LAXMITRADING EXPORTS

GEMENT LTD (INDIA)

AS CHARTERS

MI MEA

EXHIBIT 2

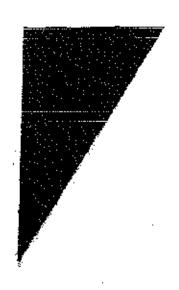
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minutes 4

Heurs

Days

Laytime Conversion



TIME

Cargo Quantity: 27,853.224 mt Barley

Vesset commenced loading: 04/05/2008 NOR tendered: 27/04/2008 20.20 hrs

09.50 HRS

Vessel completed toading : 08/05/2008 (6.15 TAS

Layline to commence to count: 28/04/2008 14.00

Loading Rate in metric tones : 5000 PWWD SHEX EIU SAT NN CLAUSE Laytime allowed (in Days) : 5.57 DAYS

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Time		0:00	17:00
Time		14:00 14:00 0:00	0.00
Date		28- 04- 08 28-04-08 29-04-08	30-04-08
Day		Monday	Wednesday
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Preceding holiday

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Less 2,5 % a	Less 2,5 % add commission		•					CISO					
Net to owners	Ç5						28025.07 L	OSO					

EXHIBIT 3

Hours

Days



TIME

Cargo Quantity: 27,853.224 mt Barley

NOR tendered : 13/05/08 21,50 hrs

Vessel commenced discharging: 15/05/08 20.00 HRS

Vessel completed discharging: 02/06/08 13.00 HRS

DAYS

Laytime to commence to count : 14/05/08 - 14.00 HRS Discharging Rate in metric tones : 3000 PWWD FHEX EIU Thursday NN CLAUSE Discharging time allowed (in Days) : 9.284408

Laytime Conversion				Days 9		Hours	minutes
						•	20
Day	Date/Time	Time	Тіте	Total Time	Time	Remarks	
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		bearing commenced			rreceoung noliday		anci Prday .					
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d n m d h m		00:10:00	00-22-00	00.52.00	00-22-00	00-22-00	01-14-00	(12-44-00	03:14:00	04:14:00	06:14:00	06:02:00
u p u		00:10:00	00:12:00	00:00:00	08:00:00	00:00:00	00:18:00	01:00:00	01:00:00	01:00:00	01:00:00	00:12:00
		24.00	12.00	24.00	24.00	8.00	24.00	24.00	24.00	24.00	24.00	12,00
		14-5-08 14:00	15-5-03 0:00	15-5-08 12:00	18-5-08 0:00	17-5-08 0:00	17-5-08 8:00	18-5-08 0:00	19-5-08 0:00	20-5-08 0:60	21-5-08 0:00	22-5-08 0:00
,	1. No. of the second se	Sensoliosee A	Thursday	Thursday	Friday	Saturday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday

fhusday	22-5-08 12:00	24.00	00:00:00	06:02:03	3 d Q4 hrs 50 min	Preceding holiday
Friday	23-5-08 0:00	24,00	00:00:00	06:02:00		Holiday
Saturday	24-5-08 0:00	8.00	00:00:00	06:02:00		after Friday
Saturdsy	24-5-08 8:00	24.00	00:16:00	06:18:00	•	
Sunday	25-5-08 0:00	24,00	04:00:00	07:18:00		
Monday	26-5-09 0:00	24.00	01:00:00	08:18:00	0 0d 12 hrs 50 min	
Tuesday	27-5-08 0:00	. 12.50	00;12:50	08:06:50		
fuesday	27-5-08 12:50	24,00	00:11;10	09:18:00		Vessel on demunages
Wednesday	28-5-08 0:00	24.00	01:00:00	10:18:00		
Thursday	29-5-08 0:00	24.00	04:00:00	11:18:00	N	
Friday	30-5-08 0:00	24.00	01:00:00	12:38:00	3 4 11	
Saturday	31-5-08 0:00	24.00	01:00:00	13:18:00	10 11	
Sunday	1-6-08 0:00	24.00	01:00:00	14:18:00	S D	
Monday	2-6-08 0:00	13,00	00:13:00	15:07:00	00 P 9	Discharging completed
Total Time Lead Time allowed		15 d 07 hrs 00 mln 9 d 06 hrs 50 min				
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Addition of the control of				10070100	2	

EXHIBIT 4

Aisopou & Ayias Aikaterinis 2, 3100 Ayios Nicolaos

Po Box 58556, 3731 Limassol

Fax 25814836 Telephone 25814466

d-mail gec@pnosm.com.soterish@patesm.com

INVOICE BP003DEM-08

Date: July 8, 2008

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Shree Laxes! Trading Corporation Exports (India)

DESCRIPTION	Days	RATE	AMOUNT
C/P dd 23/04/2008 - M/V Bravo P Demurrages at Load port Kandla LESS Address Commission 2.5 % Demurrages at disport Jubail Less add commission 2.50%	1.06458 5.0069444	USD 27000 p/d	USD 28,743.66 USD 718.59 USD 162,187.50 • USD 4,054.69
United States Collars One hundred eighty six thousand one hundred fifty seven dollars and eighty eight cents		TOTAL	USD 186,157.88

Payable to: PNO SHIPMANAGEMENT LTD MARFIN POPULAR BANK PUBLIC CO LYD

SWIFT: LIKICYZN

ACCOUNT: 179-32-112956 (USD)

IBAN : CY45 0030 0179 0000 0179 3211 2955

Thank you for your business!

EXHIBIT 5

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AFFIDAVIT IN SUPPORT OF PRAYER FOR MARITIME ATTACHMENT

State of Connecticut)	
)	ss: SOUTHPORT
County of Fairfield)	

Anne C. LeVasseur, being duly sworn, deposes and says:

I am a member of the Bar of this Court and represent the Plaintiff herein. I am familiar with the facts of this case and make this Affidavit in support of Plaintiff's prayer for the issuance of a Writ of Maritime Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure.

DEFENDANTS ARE NOT PRESENT IN THE DISTRICT

2. I have attempted to locate the Defendants SHREE LAXMI TRADING CORPORATION EXPORTS (INDIA) a/k/a SHREE LAXMI TRADING CORP. EXPORTS (INDIA) MUMBAI or SHREE LAXMI TRADING EXPORTS (INDIA) within this District. As part of my investigation to locate the Defendants within this District, I checked the telephone company information directory, as well as the white and yellow pages for New York listed on the Internet or World Wide Web, and did not find any listing for the Defendants. Finally, I checked the New York State Department of Corporations' online database which showed no listings or registration for the Defendants.

- I submit based on the foregoing that the Defendants cannot be found within this
 District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and
 Maritime Claims.
- 4. Upon information and belief, the Defendants have, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of in the hands of garnishees within this District, which are believed to be due and owing to the Defendants.
 - 5. This is Plaintiff's first request for this relief made to any Court.

PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER

- 6. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil
 Procedure, for an Order appointing Patrick F. Lennon, Kevin J. Lennon, Charles E. Murphy,
 Nancy R. Seigel, Coleen A. McEvoy, Anne C. LeVasseur or any other partner, associate,
 paralegal or agent of Lennon, Murphy & Lennon, LLC, or any process server employed by
 Gotham Process Servers, in addition to the United States Marshal, to serve the Ex Parte Order
 and Process of Maritime Attachment and Garnishment, together with any interrogatories, upon
 the garnishee(s), together with any other garnishee(s) who (based upon information developed
 subsequent hereto by the Plaintiff) may hold assets of, for or on account of, the Defendants.
 - Plaintiff seeks to serve the prayed for Process of Maritime Attachment and

Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment/award ultimately obtained by Plaintiff and entered against the Defendants.

8. To the extent that this application for an Order appointing a special process server with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Process of Maritime Attachment and Garnishment to the various garnishees to be identified in the writ.

PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES

9. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendants, within this District. Obtaining leave of Court at this time to serve any later identified garnishees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS

10. Further, in order to avoid the need to repetitively serve the garnishees/banks,
Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte
Order for Process of Maritime Attachment, for any process that is served on a garnishee to be
deemed effective and continuous service of process throughout any given day on which process
is served and throughout the next day, provided that process is served the next day, and to
authorize service of process via facsimile or e-mail following initial in personan service.

Dated:

November 14, 2008 Southport, CT

Sworn and subscribed to before me this 14th day of November, 2008

Commissioner of the Superior Court

Mary E. Federchak Notary Public-Connecticut My Commission Expires November 30, 2011